

The solicitation is amended as follows:

1. Refer to section C.1, delete paragraph V.N.7(c) in its entirety and replace it with the following:

“(c) troubleshoot and correct connections between user PC's and the servers, and between onsite servers and other onsite and offsite servers and networks, including but not limited to PC and server maintenance and repairs as necessary;”

2. Refer to section C.1, delete paragraphs V.J.1 through 4 and replace with the following:

1. The Contractor shall be responsible for the below listed aspects of DOE site security.
  - a. Physical security, which includes the lock and key program, security management (plans, procedures, etc. for DOE and provide input to site security planning performed by USEC), and facility registration. The Contractor shall provide combination changes and repairs to classified repositories for DOE site contractors except USEC.
  - b. Information security, which includes classified matter protection control, unclassified sensitive matter and records management (including classified and sensitive).
  - c. Computer security program, which includes classified computer security, unclassified computer security, and TEMPEST.
  - d. Security program management, which includes OPSEC, security awareness, training and development, policies and procedures (including self-assessment), program plans (including the DOE portion of the site security plans and Vulnerability Assessments), the FOCl program, and tracking assessment, audit, and survey findings.
  - e. Personnel security, which includes clearance processing, personnel security program support, visitor control and badging (photo and fabrication of badges) and a certified laboratory testing services related to drug testing of all current onsite personnel and potential new hires. Badging services are also to be provided for DOE personnel in the DOE site office and Portsmouth/Paducah Project Office Lexington, KY.
  - f. Classification program, which includes Authorized Derivative Classifiers (ADCs) and Authorized Derivative Declassifiers (ADDs), classification reviews/determinations, technical reviews, Large Scale declassification review,

legacy issues, litigation support (including but not limited to Inspector General and Department of Justice), workers' compensation support, and review for release of information to the public (although not the final determination of release) under the Freedom of Information Act and Privacy Act.

As a part of this program, the Contractor shall maintain a Classification Officer and supporting staff to provide support to DOE for all DOE classification activities at the Portsmouth Site. These activities include, but are not limited to gaseous diffusion technology, gas centrifuge technology, and conversion technology.

The Classification Officer task requires access to classified information at the level of Secret Restricted Data (S-RD); therefore, all personnel involved must possess a DOE "Q" access authorization. In addition, the person occupying this position must have completed the DOE Classification Officer training, and he/she must be recommended by the DOE Oak Ridge Classification Officer for appointment and approved by DOE. All personnel performing the ADD or ADC functions must be trained and certified by the Classification Officer. All ADDs must be nominated by the Classification Officer and trained by DOE.

2. Other services are provided by DOE from USEC and will be excluded from this contract. The USEC provided services include, but are not limited to, protective forces, COMSEC, firearms and other protective force equipment, X-208B special nuclear materials security fences, management of access/control services, and some aspects of the material control and accountability program. The remaining aspects of the material control and accountability program under site security cognizance will be provided by a third party.

3. Refer to section C.2, delete paragraphs V.C.1 through 4 and replace with the following:

1. The Contractor shall be responsible for the following aspects of DOE site security:

a. Physical security, which includes the lock and key program, security management (plans, procedures, etc for DOE and provide input to site security planning performed by USEC), and facility registration. The Contractor shall provide combination changes and repairs to classified repositories for

DOE site contractors except USEC.

- b. Information security, which includes classified matter protection control, unclassified sensitive matter and records management (including classified and sensitive).
- c. Computer security program, which includes classified computer security, unclassified computer security, and TEMPEST.
- d. Security program management, which includes OPSEC, security awareness, training and development, policies and procedures (including self-assessment), program plans (including the DOE portion of the site security plans and Vulnerability Assessments), the FOCI program, and tracking assessment, audit, and survey findings.
- e. Personnel security, which includes clearance processing, personnel security program support, visitor control and badging (photo and fabrication of badges) and a certified laboratory testing services related to drug testing of all current onsite personnel and potential new hires.
- f. Classification program, which includes Authorized Derivative Classifiers (ADCs) and Authorized Derivative Declassifiers (ADDs), classification reviews/determinations, technical reviews, Large Scale declassification review, legacy issues, litigation support (including but not limited to Inspector General and Department of Justice), workers' compensation support, and review for release of information to the public (although not the final determination of release) under the Freedom of Information Act and Privacy Act.

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2. Other services are provided by DOE from USEC and will be excluded from this contract. The USEC provided services include, but are not limited to, protective forces, COMSEC, firearms and other protective force equipment, management of access/control services, and some aspects of the material control and accountability program. The remaining aspects of the material control and accountability program under site security cognizance will be provided by a third party.

4. Refer to sections C.1 and C.2, delete paragraph V.F.2 in its entirety and replace it with the following:

“2. The Contractor shall provide, maintain, and repair secure external communication capabilities (i.e. voice, data, and facsimile) telephone system, T-1 data lines, computer local area network, as well as maintain and repair personal computers and servers as needed in support of DOE onsite office and infrastructure activities.”

5. Refer to sections C.1 and C.2, add the following to the end of paragraph V.M.5: “The training for Work Smart Standards and ISMS shall be general introductory courses not specific to any contractor’s program. “

6. In sections C.1 and C.2, add the following to the end of V.M.7: “The Contractor shall manage and maintain all changes to the lease map between DOE and USEC to incorporate changes resulting from negotiated agreements related to the DOE-USEC lease.”

7. Refer to section C.2, delete paragraph V.N.6 and replace with the following: “The Contractor shall provide technical and administrative support of activities necessary to DOE’s oversight of USEC, such as site work which shall be paid directly by DOE to USEC.”

8. Refer to section C.2 and add the following new section V.N.7:

“7. The Contractor shall maintain and operate the Paducah Local Area Network (LAN) and perform network administration for the Paducah Site Project Office and its own LAN system on the site. Network administration includes server maintenance, customer service support and helpdesk support. Customer service support to the DOE Paducah Site Office includes but is not limited to unpacking, installation, testing, removal of personal computers (PCs) and related components and software. The Contractor shall:

(a) install, setup, troubleshoot and support application software such as Microsoft Office Suite, Windows and Windows Applications;

(b) install, set up and troubleshoot DOE Corporate applications such as CHRIS, DISCAS, Travel Manager, EIS, etc.;

(c) troubleshoot and correct connections between user PC's and the servers, and between onsite servers and other onsite and offsite servers and networks, including PC and server maintenance and repairs as necessary;

(d) provide customer support and individual help in the use of PC software and hardware including peripheral devices, and the resolution of computer operational problems for the federal staff at the Paducah Site Office;

(e) act as initial interface in assessing user needs through personal visits and telephone;

(f) support training and special events through computer and audiovisual setups at the Paducah site;

(g) maintain laptop computers for checkout by DOE federal staff;

(h) process requests for telephone service to include installation, service and termination; and

(i) work with DOE HQ's personnel to manage and maintain capabilities provided through FTS2001.

(j) work with the Portsmouth Infrastructure Contractor to resolve computer/network interface issues.

9. Refer to H.11, delete "(1983 edition and addenda thereto)" from the first paragraph and replace it with "(the most recent version)."

10. Add the clause FAR 52.222-6 to Section I of the solicitation. The text is as follows:

**52.222-6 DAVIS-BACON ACT (FEB 1995)**

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is

necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

11. Refer to Section J, attachment C(1) and add the following to Note 2: "Facilities for which the Contractor has operational responsibility may be utilized by the Contractor for operational purposes unless the facility is leased to a third party or occupied by DOE personnel."

12. Delete attachment C(2) to Section J and replace it with the attached to this amendment of the same number.

13. Delete attachment I “Work Breakdown Structure” to section J and replace with the similarly numbered attachment to this amendment.

14. In K.4(a)(2), delete “\$23.0” and replace with “\$30.0.”

15. In K.14, delete the words “via Industry Interactive Procurement System (IIPS).”

16. Refer to provision L.12(d) and add the following sentence at the end of the paragraph: “One copy of the electronic media versions shall be provided in either CD-ROM or disc form.”

17. Refer to provision L.12(f)(1), delete the paragraph and replace it with the following:

“Page size shall be 8.5 x 11 inches for text pages and a maximum of 11x17 inches for spreadsheet, charts, tables, diagrams or design drawings. Any 11X17 inch pages will count as one page toward the overall page limitation and must have a minimum font size of eight. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, name of the offeror, date, page number and the legend at FAR 52.215-1(e), “Restriction on Disclosure or Use of Data, “ as appropriate, shall be provided on each page and is the only information that may be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph 2 below can be used for this information, however, other text reductions are unacceptable.”

18. Refer to provision L.12(g) and insert the following prior to the first sentence:

Pages that are excluded from the page limitation per the exceptions listed below should have a Roman numeral page number or a legend “excluded from page limitation” within the one inch margin.

19. Refer to provision L.12(g) and add a new subparagraph: “(7) Past performance questionnaires.”

20. Refer to provision L.12(i), delete the first sentence in the paragraph and replace it with the following: “The offeror shall prepare a cross-reference matrix and correlate the proposal by page and paragraph number to the statement of work in Section C.1 and C.2, Section L and Section M.”



21. Refer to provision L.12(p) and add the following sentence to the end of the paragraph: "The information shall be included in Volume I of the proposal as additional information."

22. Refer to provision L.14(b)(5)(i), delete "past five years" and replace it with "past three years."

23. Refer to provision L.14(b)(5)(iv), delete "no later than three weeks after issuance of the solicitation" and replace it with "no later than January 7, 2004."

24. Delete provision L.14(b)(5)(vii) in its entirety and replace it with the following:

"For contracts performed within the last three years, or currently being performed, provide a summary, by year, including: the OSHA #200 reportable statistics, the total recordable and lost workday case rate, and the insurance modifier rate."

25. Refer to L.15(d)(1)13., and renumber sub-headings (h) through (n) as (g) through (m).

26. Refer to L.23 and add a new attachment number 6 (2 pages) to the list. The attachment title is SF 328 "Certificate Pertaining to Foreign Interests" and it is attached to this amendment.